

HAWAII LAND TITLE ASSOCIATION

55 Merchant Street, 17th Floor, Honolulu, Hawaii 96813
(808) 566-0100 FAX (808) 566-0224

Date: 11/18/96

To: All HLTA Representatives, Bureau Relations Committee members

From: Robin R. Sagadraca

Re: Bureau Relations Committee meeting on 11/21/96

As discussed at our last general membership meeting held 11/14, the Bureau Relations Committee will meet with Carl Watanabe of the Bureau of Conveyances on Thursday, November 21, 1996 at 9:00 AM. The meeting will be held at the Bureau of Conveyances. The purpose of this meeting will be to draft a revision to our existing agreements with the Bureau (see attached copies). This revision will incorporate the various agreements and amendments into one unified document. Please submit any suggestions and comments to me prior to our meeting.

400206

A G R E E M E N T

This is a mutual Agreement of daily recording procedures between the undersigned Title Companies in the State of Hawaii and the Registrar of Conveyances of the State of Hawaii.

DEFINITIONS. Unless it is plainly evident from the context that a different meaning is intended, in this Agreement:

1. "Registrar" means the Registrar of Conveyances, State of Hawaii.
2. "Assistant Registrar" means the Assistant Registrar of the Land Court of the State of Hawaii in the Bureau of Conveyances.
3. "Record" means to record in accordance with Chapters 501 and 502 of the Hawaii Revised Statutes and Rules of the Land Court, and the administrative rules of the Department of Land and Natural Resources.
4. "TC" means any and all of the undersigned Title Companies in the State of Hawaii.
5. "Transaction" means the number of documents presented for recordation to transfer, lease, mortgage or deal with a single apartment, lot or loan.

PURPOSE. This Agreement shall be liberally construed and applied to promote its underlying purposes, which are:

1. To insure the recordation of documents by the Registrar or Assistant Registrar in order of their receipt whether by mail, in person, or from TC's.
2. To facilitate the work of the Registrar and the Assistant Registrar through cooperation of the undersigned TC's in recording all of their documents at the beginning of each day.
3. To permit the Registrar and the Assistant Registrar to provide an alphabetical Daily Entry Record each morning, of all previous day's recordings.
4. To record the TC's documents in accordance with the conditions of this Agreement, at 8:01 A.M. each work day, thereby providing them with priority protection against encumbering documents which may be recorded after 8:01 A.M. each day.

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TERMS. To carry out this Agreement the undersigned TC's and the Registrar both agree to the following:

1. **Pre-Checks.** All TC documents which are intended to be recorded at 8:01 A.M. will be presented for recordation by the TC's not later than 8:30 A.M. the day before recordation, and if entitled for recordation, will be recorded at 8:01 A.M. the next business day. Back-to-back transactions will be presented by the TC with the highest recording priority. The TC's are responsible for preparing and observing a recording schedule and the Registrar will service each TC in accordance with the schedule. Documents are to be separated into two categories - accommodations and regular recordings.
2. **Resubmits.** Any rejected document may be resubmitted on the date of rejection through 10:30 A.M. Accommodations, if rejected, will not be allowed to be resubmitted. Three transactions being resubmitted must have a general public number attached. Only one general public number may be taken at a time. Once the transactions have been checked and a receipt issued, then the recorder can take another general public number.
3. **Pulling Recordings.** Pulls will only be allowed if the priority of recording for a TC is jeopardized. Non-receipt of funds will not be considered a reason for pulling a recordation. TC must fax their request to the Bureau of Conveyances by 3:00 P.M. for the recording packet to be pulled. The Bureau of Conveyances will accept faxed instructions for the cancellation of a pull request up to 4:30 P.M. the same day. Each TC must have substitute documents available to replace those documents that are not entitled to recordation. Documents may be recorded as a "special" but each TC will still only be allotted three (3) specials per day.
4. **Specials.** Only 3 separate transactions from each TC may be presented each day for recordation (specials). Back-to-back transactions will be considered as one transaction. Each transaction must have the TC special number together with a general public number--said general public number will be limited to one transaction. If entitled to be recorded, the transaction shall be recorded as of the time it is accepted. Specials may only be presented between 8:00 A.M. to 10:30 A.M.
5. **Liens.** All judgments, lis pendens, and other miscellaneous liens will be identified with a lien tag. These documents will record after the 8:01 A.M. documents and can be submitted up to 10:30 A.M.
6. **Walk Ins.** All parties to this Agreement will abide by the provisions set forth, and discourage all attempts by their clients to "walk in" documents for recordation. Abuse of set procedures in this regard will result in the following action by the Registrar:
 - a. First offense: suspension of any "specials" for the offending company for a period of 10 working days.

400208

- b. *Second offense: suspension of any "specials" for the offending company for a period of one calendar month commencing the day following the infraction.*
- c. *If further offenses occur: the agreement itself may be placed in jeopardy and a special meeting of the Hawaii Land Title Association and the Bureau of Conveyances will be necessary to resolve the issue.*

It is recognized that no documents are the property of the escrow or title company, and cannot be withheld from the client if so demanded. It is also agreed that the title company will notify the Bureau of Conveyances in the event the title company suspects the client may attempt to record any such documents as "general public". It is recognized by all parties that open communication is the best method for resolving disputes or problems.

- 7. *Projects or Bulk Recordings. These consist of jobs with a minimum of 25 documents. Projects or bulk recordings must be submitted 48 hours prior to the anticipated date of recordation. If documents are to be recorded in a specific order, TC are to number documents beginning with number 1 next to their logo, provide a worksheet listing, according to recording order, Job No., Apt/Lot No., Conveyance Tax Amount, Special Mortgage Recording Fee Amount, Recording Fee Amount, and Totals at the bottom of each column. Checks are to be batch wrapped with a tape of the total. All projects or bulk recordings will be issued a short receipt (first and last document number and totals of conveyance tax and recording fees). All documents will receive an 8:01 A.M. time and will be the first recordings of the day.*

Submittals in excess of 100 documents must be submitted 72 hours prior to the anticipated date of recordation. Submittals in excess of 150 documents will require confirmation by the Registrar for recordation.

- 8. *Postage. Postage is to be identified on a master list/sheet at the rate of \$ 0.40 per document payable on the third workday of the following month.*
- 9. *Checks. If a stop payment is placed on a check and the check is returned by the bank to the Registrar, the Registrar will not accept any checks thereafter from the TC and payments for recording will be made by cash, money order, cashiers checks, or as agreed upon by the Registrar.*

INTENT. *It is the intent of all the parties to this Agreement to include any and all future Title Companies which may be established to do business within the State of Hawaii, within the terms and statements set forth herein. However, nothing in this Agreement shall have any legal force or effect upon any signatories or parties to this Agreement nor is it intended to circumvent, supplant, violate, contradict, or to otherwise transgress any provision of law, statute, rule, order of Court, or like laws or regulations whatsoever.*

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TERMINATION. The Registrar reserves the right to terminate this Agreement at anytime upon giving notice to all TC's in writing.

ORIGINAL AGREEMENT. The original copy of this Agreement shall be retained in the Office of the Registrar of Conveyances in Honolulu, Hawaii.

Signed and dated at Honolulu, Hawaii, this 28 day of July, 1994.

<u>Company</u>	<u>Duly Authorized Officer Signature</u>	<u>Date Signed</u>
Bureau of Conveyances	<u>S. Jumbart</u>	<u>7-28-94</u>
First American Title Co. of HI, Inc.	<u>[Signature]</u>	<u>8-11-94</u>
First Financial Title Agency of HI, Inc.	<u>[Signature]</u>	<u>9/8/94</u>
First Hawaii Title Corporation	<u>[Signature]</u>	<u>8/15/94</u>
Hawaii Escrow & Title, Inc.	<u>[Signature]</u>	<u>9/2/94</u>
Island Title Corporation	<u>[Signature]</u>	<u>8-12-94</u>
Long & Melone, Ltd.	<u>[Signature]</u>	<u>7-28-94</u>
Old Republic Title & Escrow of HI	<u>[Signature]</u>	<u>7/28/94</u>
Security Title Corporation	<u>Rachel Romera</u>	<u>8/12/94</u>
TI of Hawaii, Inc.	<u>Marian Nakagawa</u>	<u>8/30/94</u>
Title Guaranty of Hawaii, Inc.	<u>[Signature]</u>	<u>8/1/94</u>

400210

AMENDED AGREEMENT

We, the undersigned, agree to amend paragraph 3 of that certain Agreement dated July 28, 1994 by and between the undersigned and the Bureau of Conveyances of the State of Hawaii, to read as follows:

"3. **Pulling Recordings.** Pulls will be allowed only if the priority of title is jeopardized or if lack of funds for the transaction will incur a violation of Section 449-16, HRS. TC must fax their request to the Bureau of Conveyances no later than 12:00 Noon of the working day prior to recordation for the recording packet to be pulled. In the event of a dispute as to the time of receipt of this fax request, the title company requesting the pull must be prepared to furnish documentation as to the transmission of the fax request."

Signed and dated at Honolulu, Hawaii, this ____ day of _____ 1995.

Company	Date
Bureau of Conveyances	By: _____
Fidelity National Title Co.	By: _____
First American Title Co. of Hawaii, Inc.	By: _____
First Financial Title Agency of HI, Inc.	By: _____
First Hawaii Title Corporation	By: _____
Hawaii Escrow & Title, Inc.	By: _____
Island Title Corporation	By: _____
Long & Melone, Ltd.	By: _____
Old Republic Title & Escrow of Hawaii	By: _____
Security Title Corporation	By: _____
TI of Hawaii	By: _____
Title Guaranty of Hawaii, Inc.	By: _____

400211

BUREAU OF CONVEYANCES
P. O. Box 2867
Honolulu, Hawaii 96803
Phone 587-0120

Date: November 7, 1996
To: Hawaii Land Title Association
Fr: Carl Watanabe, Acting Registrar
Re: Pull Procedure

This is being sent to clarify our meeting with the Bureau Relations Committee on October 30, 1996 regarding pull procedures. As I understand, the following was agreed to in an effort to alleviate frustrations when pulls are necessary.

1. **PRE-CHECKS:** Pre-Checks will continue to be presented by 8:30 a.m. the day before recordation. No documents will be held pending funding.
2. **PULLING PACKETS:** Pulls for lack of funds will be faxed by 12:00 p.m. on the day pre-checks are submitted. A recording packet pulled for lack of funds may be resubmitted up to 2:00 p.m. on the day it is pulled.

Any request for pulls AFTER 12:00 p.m. will not be honored unless replacement documents are presented.

The Bureau will be given the names of authorized representatives who can request pulls. To date, we have received information from Fidelity National, Old Republic, and Title Guaranty.

Requests for pulls will indicate reason for pulling. In the event of lack of funds, the name of the lender and who made request, i.e. "per John Doe of Funding Inc. funds not wired pending receipt of tax clearance." A letter from the lender WILL NOT be required.

3. **ABUSE:** Any abuse by title companies will be brought to the attention of the association. Bureau Relations Committee wants to address abuses as they occur and can only do so if names are given.

Please feel free to contact us if this is not an accurate representation of how the meeting went.

400212

HAWAII LAND TITLE ASSOCIATION

900 FORT STREET • SUITE 1000 • HONOLULU, HAWAII 96813 • (808) 536-0842

August 24, 1990

Mr. William Paty, Chairperson
Department of Land and Natural
1151 Punchbowl Street, Room 130
Honolulu, Hawaii 96813

Dear Mr. Paty:

Post-It® Fax Note

7671

Date	11/18/96	# of pages	2
To	ROBIN	From	Carol W.
Co./Dept.		Co.	BOC
Phone #		Phone #	
Fax #	566-0224	Fax #	587-0136

The Hawaii Land Title Association (HLTA) would like to have duplicate copies of the Bureau of Conveyances (BOC) microfilm records, as well as copies of the daily computerized magnetic tapes. Our obtaining copies will alleviate traffic congestion in the Bureau and will facilitate our title search requests in a timely manner.

Because the Hawaii Revised Statutes (HRS) 502-27 requires the payment of 2 cents per frame (2,400 frames per reel) or \$48.00 per reel, and HRS 501-218 (30) and 502-25 (7) requires the payment of \$100 per month for daily computerized magnetic tapes, we propose the following:

- 1) HLTA will pay the film processor \$48.00 per reel for rolls required by the BOC.
- 2) The film processor will be authorized to make duplicate copies as requested by each member company of HLTA. All duplication costs will be paid by each company directly to the film processor.
- 3) BOC will provide as many copies of the magnetic tapes as requested by HLTA at a monthly cost of \$200.00 per copy, but not to exceed one copy per company. The magnetic tapes required by BOC to load the information onto will be provided by the requesting company.
- 4) HLTA requests the fee for any extra copies be reviewed in order to set a processing fee (suggested fee: \$25 per month) in lieu of \$100. per month per system.
- 5) HLTA will designate in writing the authorized companies to pick up the magnetic tapes.
- 6) Magnetic tapes will be ready for pickup by 7 p.m. the same day. Microfilm reels will be ready for pickup no later than 7 p.m. the following day.
- 7) HLTA will not duplicate the microfilm reels or the magnetic tapes for commercial use.
- 8) It is understood that the information contained in the magnetic tapes is unedited.
- 9) It is understood that the microfilm reels are unedited.

Do we.
buy more
film & copy
HRC

what is
surge
reel & film
& other
equipment
state

400213

Page 2 William Paty
August 13, 1990

Thank you for your consideration.

HAWAII LAND TITLE ASSOCIATION

First American Title Co. of
Hawaii, Inc.

By: [Signature]

First Hawaii Title Corporation

By: [Signature]

Founders Title & Escrow of
Hawaii

By: [Signature]

Long & Melone, Ltd.

By: [Signature]

Approved:

[Signature]

Department of Land and Natural
Resources Chairperson

Dated Effective as of:

October 1, 1990

Island Title Corporation

By: [Signature]

Security Title Corp.

By: [Signature]

T.I. of Hawaii, Inc.

By: [Signature]

Title Guaranty of Hawaii
Inc.

By: [Signature]

Hawaii Escrow & Title Inc.

By: [Signature]

400214



BOC-

400215